



TENDER SPECIFICATIONS

Public supply contract for “**Framework Contract of IT Supplies and Services**”

Reference No: **2275PSE-10113**

Country: **Palestine**

Direct Negotiated Procedure with Prior Publication

Deadline for requesting clarifications: Until the **03 June 2026** before the deadline for submission of tenders

Deadline for submission of tenders: **25 June 2026 at 16:00 PM (Jerusalem Time)**

Table Of Contents

1	General Remarks.....	5
1.	The contracting authority	5
2.	Rules governing the public contract	5
3.	Applicable law and competent courts	5
2	Subject-Matter and Scope of The Public Contract	7
1.	Type of contract	7
2.	Lots	7
3.	Items	8
4.	Duration of the public contract.....	8
5.	Variants.....	8
6.	Options	9
7.	Quantities.....	9
3	Award Procedure	10
	Section (A) - General procedure instructions	10
1.	Award procedure	10
2.	Publication	10
3.	Further information	10
	Section (B) - Instructions for preparation of tenders.....	11
4.	Validity period of tenders	11
5.	Data to be included in the tender.....	11
6.	Tender currency.....	12
7.	Determination of prices.....	12
8.	Elements included in the price.....	12
	Section (C) - Submission of tenders.....	13
9.	Submission of tenders	13
10.	Tender signature	13
11.	Deadline for submission and opening of tenders.....	13
	Section (D) - Selection, Awarding & Conclusion	14
12.	Exclusion grounds	14
13.	Qualitative selection	14
14.	Overview of the procedure	15
15.	Award criteria	15
16.	Awarding the public contract	16
17.	Concluding the contract.....	16
4	Special Contractual Provisions	17
	Section (A) - General	17
1.	Use of electronic means (art. 10)	17
2.	Managing official (Art. 11).....	17
3.	Confidentiality (art. 18).....	18

4.	Protection of Personal Data.....	18
5.	Intellectual property (Art. 19 to 23)	19
	Section (B) - Financial guarantees	19
6.	Performance Bond (Art. 25 to 33).....	19
	Section (C) - the public contract documents.....	19
7.	Conformity of performance (Art. 34).....	19
	Section (D) - Changes to the public contract.....	19
8.	Replacement of the supplier (Art. 38/3, °1)	19
9.	Revision of prices (Art. 38/7)	21
10.	Indemnities for suspensions ordered by the contracting authority during contract performance (Art. 38/12)	21
11.	Unforeseeable circumstances	21
12.	Taxation having an effect on the value of the public contract (Art. 38/8).....	21
13.	Terms of introduction (Art. 38/14 to 38/17)	22
	Section (E) - Control and Monitoring of the public contract.....	22
14.	Preliminary (technical) inspection (Art. 42)	22
	Section (F) - Performance modalities	22
15.	Order forms (Art. 115)	22
16.	Deadlines and terms (Art. 116)	23
17.	Place of performance (Art. 118).....	23
18.	Transfer of ownership (Art. 132)	23
	Section (G) - Means of action	23
19.	Failure of performance (Art. 44)	23
20.	Fines for delay (Art. 46 and 123).....	24
21.	Measures as of Right (Art. 47 and 124)	24
	Section (H) - End of the public contract.....	25
22.	Acceptance of the products delivered (Art. 64, 120 and 128-131)	25
23.	Guarantee period (Art. 65 and 134)	25
24.	Final acceptance (Art. 135).....	25
25.	Invoicing and payment (Art. 66-72 and 127).....	25
26.	Advance payments.....	26
5	Terms of reference	27
1.	Context and description of the need.....	27
2.	General conditions.....	27
3.	After-sales service	27
4.	Requirements and Specifications	27
6	Selection file	29
	Aptitude to exercise the professional activity	29
1.	Official Registration.....	29
	Technical and professional aptitude	29
2.	References for similar executed projects	29
3.	Subcontracting.....	29

7 Overview of the documents to be submitted 30

8 Forms 31

- 1. Identification form 31
- 2. List of subcontractors..... 35
- 3. Tender form - Prices 36
- 4. List the references/similar experience 38
- 5. Declaration on honour - Exclusion grounds 39
- 6. Integrity Statement of the tenderers 41

1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

- 1.1. The contracting authority of this public contract is Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.
- 1.2. Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.
- 1.3. For this public contract Enabel, in Palestine, is represented by :

Name	Position
Heidi DE PAUW	Country director of Palestine and Jordan

2. RULES GOVERNING THE PUBLIC CONTRACT

- 2.1. The following, among others, apply to this public contract:
 - (a) The Law of 17 June 2016 on public procurement;
 - (b) The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;
 - (c) The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;
 - (d) The Law of 17 June 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;
 - (e) Circulars of the Prime Minister with regards to public procurement;
 - (f) Enabel's policy regarding sexual exploitation and abuse – June 2019;
 - (g) Enabel's policy regarding fraud and corruption risk management – June 2019.
- 2.2. All Belgian regulations on public contracts can be consulted on <https://bosa.belgium.be/en/themes/public-procurement>;
Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/who-we-are/integrity/>.

3. APPLICABLE LAW AND COMPETENT COURTS

- 3.1. Belgian legislation applies for this public contract and no other. In the event of a conflict regarding the interpretation, application or performance of these tender specifications, the parties will first try all conciliation possibilities. Except for an emergency, the parties avoid litigation in court without preliminary notification.
- 3.2. In case of court action, correspondence must (also) be sent to the following address:

Enabel S.A.
Global Procurement Services
To the attention of Ms Laura Jacobs
Rue Haute 147
1000 Brussels
Belgium

- 3.3. Any litigation regarding this public contract is the exclusive competence of the Brussels legal district courts and tribunals. French or Dutch are the languages of proceedings.

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

- 1.1. This public contract is awarded as a framework agreement with several economic operators (maximum number of operators: 7) in accordance with Article 43 of the Law of 17 June 2016.
- 1.2. The framework agreement defines all conditions governing the supplies and services concerned or the objective conditions that allow determining which economic operator party to the framework agreement is tasked with execution. The framework agreement is executed without renewed competition, in accordance with the terms and conditions of the framework agreement.

2. LOTS

- 2.1. This public contract comprises **7 (seven)** lots, each of which is indivisible.
- 2.2. The tenderer may submit a tender for **all lots**.
- 2.3. A tender for part of a lot is inadmissible.
- 2.4. The lots are:

Lot N°	Lot title	Lot description
1	Lot 1: End-user Devices	This includes desktop (standard), desktop (performance), laptops, screens, integrated docking monitor, docking stations. Items details are listed under Annex (1) - Detailed Bill of Materials (BOM)
2	Lot 2: Smartphone and Tablets	This includes smartphone devices and tablet devices. Items details are listed under Annex (1) - Detailed Bill of Materials (BOM)
3	Lot 3: Accessories	This includes headsets, mouse, keyboards, laptop cases, laptop chargers, mouse pads, cables, external hard drive disks, etc. Items details are listed under Annex (1) - Detailed Bill of Materials (BOM)
4	Lot 4: Office Equipment	This includes printers, scanners, shredders. Items details are listed under Annex (1) - Detailed Bill of Materials (BOM)
5	Lot 5: Audio-Visual and Video Conferencing Equipment	This includes projectors, video conference systems, display screens, interactive display, camera, network video recorder. Items details are listed under Annex (1) - Detailed Bill of Materials (BOM)

Lot N°	Lot title	Lot description
6	Lot 6: ICT Infrastructure and Network Equipment	This includes NG firewall, access switches, WIFI access points, smart entrance control system. Items details are listed under Annex (1) - Detailed Bill of Materials (BOM)
7	Lot 7: IT Maintenance Services	The selected company shall perform emergency onsite visits and remote support based on the defined SLA and provide corrective maintenance upon Enabel request to maintain equipment or conduct additional checks. Items details are listed under Annex (1) - Detailed Bill of Materials (BOM).

All lots include delivery to locations in the West Bank and Jerusalem; therefore, bidders must possess the necessary permits to deliver the requested supplies and services.

- 2.5. The tenderer **MAY NOT** offer discounts or better conditions in their tender if these lots are awarded to them.

3. ITEMS

- 3.1. Each lot of this public contract consists of the items listed under clause 2.1 of chapter 8 Forms - Tender form – Prices and Annex (1) - Detailed Bill of Materials (BOM).
- 3.2. These items are grouped together to form one single lot. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of a same lot.

4. DURATION OF THE PUBLIC CONTRACT

- 4.1. This public contract starts **upon award notification** and ends on **31 December 2027**.
- 1.1. This public contract **MAY NOT** be renewed.
- 1.2. Without prejudice to measures as of right, the contracting authority can terminate the public contract every year after notification sent by registered letter 90 calendar days before the anniversary date of the contract.
- 1.3. Moreover, the contracting authority has the right to terminate the contract in application of a measure taken as of right or when the contractor is in one of the situations mentioned in Article 62 of the Royal Decree of 14 January 2013.
- 1.4. The termination of the contract under the conditions mentioned above does not entitle to any indemnity.

5. VARIANTS

- 1.5. Variants are **NOT** allowed. Each tenderer may submit only one tender; no variants will be accepted.

6. OPTIONS

- 6.1. The tenderer may **NOT** submit options. Free options are forbidden. Any proposed option will be discarded.

7. QUANTITIES

- 7.1. This public contract is a price-schedule contract, i.e. a contract in which only the unit prices are flat fee prices. The price to be paid will be obtained by applying the unit prices quoted in the inventory to the quantities actually performed.
- 7.2. Quantities will be determined in Purchase Orders. The presumed quantities are given for information purposes.
- 7.3. Therefore, the contracting authority does not commit in any way as to quantities that will actually be ordered under this framework agreement.

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract will be awarded through a Direct Negotiated Procedure with Prior Publication pursuant to Article 41, § 1, °1 of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

This contract is advertised in

- 2.1. The following official platform:
- (a) The Belgian Public Tender bulletin (<https://www.publicprocurement.be/bda>)
- 2.2. The following platforms:
- (a) Website of Enabel (www.enabel.be);
 - (b) Website of the OECD (Organisation for Economic Co-operation and Development);
 - (c) Jobs.ps portal in Palestine (<https://www.jobs.ps>);

3. FURTHER INFORMATION

3.1. Public procurement administrator

The awarding of this public contract is coordinated by:

Bayan Khatib

Procurement Officer

byan.khatib@enabel.be

All communication between the contracting authority and (prospective) tenderers regarding this public contract must go through this contact. Any other form of contact with the contracting authority about this public contract is prohibited unless otherwise stated in these tender specifications.

3.2. Requesting clarifications

Prospective tenderers have until the **03 June 2026**, inclusive, before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 3.1 (byan.khatib@enabel.be), and will be answered in the order received.

Until the notification of the award decision no information will be given about the evolution of the procedure.

3.3. Publication of clarifications and/or amendments to the tender specifications

The complete overview of questions and answers, as well as any amendments to these tender specifications, will be available at the seventh day before the deadline for submission of tenders, at the latest (**08 June 2026**).

These updates will be published on the same platforms as mentioned under clause 2.

The tenderer is to submit his tender after reading and taking into account any corrections made to these tender specifications that are published or that are sent to him by e-mail. To do so, when the tenderer has downloaded the tender specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned under clause 3.1 and requests information on any modifications or additional information.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

4. VALIDITY PERIOD OF TENDERS

The tenderers remain bound by their tender for a period of **90 (ninety) calendar days** from the tender reception deadline date.

5. DATA TO BE INCLUDED IN THE TENDER

- 5.1. Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 on public procurement, which are applicable to this award procedure.
- 5.2. The tender and all annexes to the tender form must be drawn up in:
- 5.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.
- 5.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.
- 5.5. The tenderer must use the tender forms provided in the annex:
 - (a) Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 8 Forms);
 - (b) List of subcontractors (see clause 2 of chapter 8 Forms);
 - (c) Tender form - Prices (clause 3 of chapter 8 Forms)
 - (d) Similar assignments (clause 4 of chapter 8 Forms)
 - (e) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 5 of chapter 8 Forms);
 - (f) Integrity statement of the tenderers - (see clause 6 of chapter 8 Forms);

Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.

- 5.6. The tenderer also attaches the following to his tender:
 - (a) All documents demanded for the application of qualitative selection (see clause 13 and 6 Selection file) and award criteria (see clause 15);
 - (b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
 - (c) The statutes and any other document required to establish the power of attorney of the signer(s).
- 5.7. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:

- (a) Identification form (clause 1 of chapter 8 Forms);
 - (b) Declaration on honour - Exclusion grounds (clause 4 of chapter 8 Forms);
 - (c) Integrity statement of the tenderers - (see clause 7 of chapter 8 Forms);
 - (d) The statutes and any other document required to establish the power of attorney of the signer(s);
 - (e) The association agreement signed by each participant, clearly showing who represents the association.
- 5.8. Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.
- 5.9. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

6. TENDER CURRENCY

All prices given in the tender form must obligatorily be quoted in **euro excluding vat**.

7. DETERMINATION OF PRICES

- 1.6. This public contract is a **price-schedule** contract, meaning that only the unit prices are fixed. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.
- 1.7. In accordance with Article 37 of the Royal Decree of 18 April 2017, the contracting authority may for the purpose of verifying the prices carry out an audit of any and all accounting documents and perform on-the-spot checks with a view of verifying the correctness of the indications supplied.

8. ELEMENTS INCLUDED IN THE PRICE

- 8.1. The tenderer is to include in his unit prices any charges and taxes generally inherent to the performance of the contract, with the exception of the value-added tax. The applicable VAT is quoted separately, if applicable.
- 8.2. The service provider quotes his rates in euros, VAT excluded. The applicable VAT is quoted separately. The prices quoted will be considered as maximum prices for the duration of the framework agreement.
- 8.3. The following are specifically included in the prices:
- (a) Packaging (except if it remains the property of the tenderer), loading, trans-shipment, intermediate unloading, transportation, insurance, and customs clearance;
 - (b) Unloading, unpacking, and deployment at the place of delivery, provided that the procurement documents specify the exact place of delivery and the means of access;
 - (c) Documentation pertaining to the delivery of supplies and any documentation required by the contracting authority;
 - (d) Assembly and commissioning;

- (e) Training required for operation;
 - (f) Where applicable, the measures imposed by occupational safety and health legislation;.
 - (g) Acceptance costs.
- 8.4. All prices are based on **Incoterms® 2020: DDP**.

SECTION (C) - SUBMISSION OF TENDERS

9. SUBMISSION OF TENDERS

- 9.1. Without prejudice to any variants, the tenderer may only submit one tender per lot.
- 9.2. Consequently, the submission of tenders on paper is prohibited, and the contracting authority will only consider tenders submitted electronically.
- 9.3. **For this public contract, tenders will be submitted electronically via procurement.pse@enabel.be tender must be submitted before 25 June 2026, at 16:00 (Jerusalem time),**
- 9.4. The format of the documents should be .pdf or equivalent.
- 9.5. Without prejudice to any variants, the tenderer may only submit one tender per contract.
- 9.6. In accordance with the rules governing means of communication, only tenders submitted by electronic means are accepted.

If the size of the tender exceeds the email limits, the tenderer may submit the tender in several emails clearly indicating the procurement reference number in the subject line.

10. TENDER SIGNATURE

- 10.1. **The tender and all accompanying documents must be numbered and signed (original hand-written signature) by the tenderer or his/her representative.** The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorised to commit the tenderer.
- 10.2. Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly liable.
- 10.3. When the submission report is signed by a mandatary, he or she must clearly indicate whom he or she represents. The mandatary attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

11. DEADLINE FOR SUBMISSION AND OPENING OF TENDERS

- 11.1. Tenders must be in the possession of the contracting authority before **25 June 2026 at 16:00 PM (Jerusalem Time)**.
- 11.2. The tender opening session will take place behind closed doors at the address given under clause 9 for the submission of tenders.

12. EXCLUSION GROUNDS

- 12.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 4 of chapter 8 Forms).
- 12.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 12.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators and third parties (in particular subcontractors or independent subsidiaries) whose capacity is invoked with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Selection file), in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 12.4. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.
- 12.5. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.
- 12.6. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.
- 12.7. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.
- 12.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)**
Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

13. QUALITATIVE SELECTION

- 13.1. By means of the documents requested in the 'Selection file' (6 Selection file), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.
- 13.2. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause 15 subject to the regularity of these tenders.

- 13.3. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:
- (a) all participants submitting a joint bid as a consortium of economic operators;
 - (b) other entities (in particular subcontractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 13.4. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.
- 13.5. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

14. OVERVIEW OF THE PROCEDURE

- 14.1. In a first phase, the tenders submitted by the selected tenderers will be evaluated as to their formal and material regularity.
- 14.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 14.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 15). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.
- 14.4. Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The award criteria and the minimum requirements are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.
- 14.5. When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFO's (*Best and Final Offer*). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 15) will be designated the successful supplier for this public contract, after having been verified for absence of exclusion grounds and respect for the criteria of qualitative selection.

15. AWARD CRITERIA

- 15.1. The contracting authority will select the regular tender that it considers to be the most economically advantageous, based on the following criteria:

For Lot 1,2,3,4,5, and 6, for each the awarding criteria as follow:

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Price	100	Points tender A = $\frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 100$

For Lot 7, the awarding criteria as follow:

Award Criterion	Criterion Weight (%)	Criterion Evaluation or Formula
Price	40	Points tender A = $\frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 40$
Qualification and experience of expert(s) proposed	60	<ul style="list-style-type: none">• General Qualifications and Education 30%• Previous Similar Experience with completion certificates 30%

Consultants whose technical score for qualification & experience is higher than **40/60 qualify for the financial evaluation.**

15.2. The scores for the award criteria will added up. This public contract will be awarded to the tenderer that submitted the tender with the highest final score, after the contracting authority has verified the accuracy of the declaration on honour of this tenderer and provided the control shows that the declaration on honour corresponds with reality.

16. AWARDING THE PUBLIC CONTRACT

16.1. Each lot of this public contract will be awarded to the tenderer who has submitted the most economically advantageous tender for the lot in question.

16.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.

16.3. The contracting authority also reserves the right to award only certain lots and may decide that the remaining lot(s) will be subject to one or more new contracts, if necessary through a different award procedure in accordance with Article 58, § 1, third paragraph of the Law of 17 June 2016 on public procurement.

17. CONCLUDING THE CONTRACT

17.1. In accordance with Art. 88 of the Royal Decree of 18 April 2017, the public contract occurs through the notification to the selected tenderer of the approval of his tender.

17.2. The contract is formed upon notification to the succesful tenderer of the approval of their tender.

17.3. Notification is made via digital platforms or email, and, on the same day, by registered post.

17.4. The full public contract consists of the following documents:

- (a) These tender specifications and their annexes;
- (b) The approved BAFO and all of its annexes;
- (c) The registered letter notifying the award decision;
- (d) Any later documents accepted and signed by both parties, as appropriate.

17.5. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

4 SPECIAL CONTRACTUAL PROVISIONS

This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), hereinafter referred to as "GIR", or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the "GIR" articles. Unless indicated, the relevant provisions of the "GIR" apply in full.

These tender specifications derogate from the following Article of the "GIR":

Article 26 - The performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the supplies. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution. The tenderer mentions the name and address of this institution in the tender. This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of this public contract.

SECTION (A) - GENERAL

1. USE OF ELECTRONIC MEANS (ART. 10)

The use of electronic means for exchanges during the performance of the contract is permitted unless stated otherwise in these tender specifications. In such cases, notifications from the contracting authority will be sent to the address or registered office mentioned in the tender.

2. MANAGING OFFICIAL (ART. 11)

- 2.1. The managing official for this public contract is **Mohammad Sawafta, Administrative Assistant**, email: mohammad.sawafta@enabel.be. The managing official is responsible for overseeing the performance of the contract.
- 2.2. Once this public contract is concluded, the managing official serves as the primary point of contact for the supplier. All correspondence or questions regarding the performance of the contract should be directed to him/her, unless otherwise explicitly stated in these tender specifications.
- 2.3. The managing official has full authority to monitor the satisfactory performance of the contract, which includes issuing service orders, preparing reports and statements, approving supplies, progress reports, and reviews. They may order changes to the contract with regards to its subject-matter or performance, provided that such changes remain within its original scope.
- 2.4. However, the signing of amendments or any other decision or agreement implying derogation from the initial terms and conditions of the contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under clause 1 of chapter 1 General Remarks.
- 2.5. Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in these tender specifications and that has not been notified by the contracting authority, will be considered null and void.

3. CONFIDENTIALITY (ART. 18)

- 3.1. The knowledge and information obtained by the supplier within the framework of this public contract is strictly confidential. Under no circumstances may the collected information, regardless of its origin or nature, be disclosed or transferred to third parties in any form. The supplier is, therefore, bound by a duty of confidentiality.
- 3.2. In accordance with Article 18 of the “GIR”, the supplier undertakes to handle all information, facts, documents, and data — regardless of their nature or format — strictly confidentially. This obligation applies to any information communicated to the supplier or accessed by the supplier, directly or indirectly, in connection with this public contract. Confidential information includes, but is not limited to, the very existence of this public contract.
- 3.3. The supplier further undertakes to:
 - (a) Respect and ensure strict confidentiality of this information and take all necessary measures to safeguard its secrecy (such measures must not be less stringent than those the supplier applies to their own confidential information);
 - (b) Consult, use, or exploit the information mentioned above solely to the extent strictly necessary for the preparation and, if applicable, execution of this public contract, while complying with data protection laws, particularly those governing the processing of personal data;
 - (c) Not reproduce, disclose, distribute, transmit, or otherwise make the information available to third parties, in whole or in part, and in any form, without the prior written consent of the contracting authority;
 - (d) Return the information to the contracting authority upon their first request;
 - (e) Refrain from disclosing, directly or indirectly, the content of this public contract to third parties for advertising or any other purpose.
- 3.4. The supplier shall include in its contracts with subcontractors the confidentiality obligations it is required to comply with for the performance of the contract.

4. PROTECTION OF PERSONAL DATA

4.1. **Processing of personal data by the contracting authority**

The contracting authority undertakes to process the personal data that are communicated to it in response to the call for the tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

4.2. **Processing of personal data by the supplier**

Where during contract performance, the supplier processes personal data of the contracting authority or in execution of a legal obligation, the following provisions apply :

For any processing of personal data carried out in connection with this public contract, the supplier is required to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

By simply participating in the contracting process, the tenderer certifies that he will strictly comply with the obligations of the GDPR for any processing of personal data conducted in connection with that public contract.

Given the public contract, it is to be considered that the contracting authority and the supplier will each be responsible, individually, for the processing.

5. INTELLECTUAL PROPERTY (ART. 19 TO 23)

- 5.1. The contracting authority **acquires** the intellectual property rights created, developed, or used during performance of the public contract.
- 5.2. Unless otherwise specified in the procurement documents and without prejudice to clause 5.1, when this public contract involves the creation, manufacture, or development of designs, logos, or similar works, the contracting authority acquires the intellectual property rights to these works. This includes the right to trademark, register, and protect them.
- 5.3. For any domain names created under this public contract, the contracting authority similarly acquires the right to register and protect them unless stated otherwise in the procurement documents.

SECTION (B) - FINANCIAL GUARANTEES

6. PERFORMANCE BOND (ART. 25 TO 33)

- 6.1. The performance bond is posted per subsequent public contract concluded following the modalities below.

The performance bond is set at 5% of the total value, excluding VAT, of subsequent procurement. The value thus obtained is rounded up to the nearest 10 euros.

No performance bond is required if the performance period of the contract concluded does not exceed 45 calendar days or if the value of the contract concluded is below EUR 50 000, excluding VAT.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

7. CONFORMITY OF PERFORMANCE (ART. 34)

The supplies must comply in all respects with the procurement documents. In the absence of specific technical specifications in the procurement documents, the performance of the contract must meet the highest standards of good practice in the relevant field.

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

8. REPLACEMENT OF THE SUPPLIER (ART. 38/3, °1)

8.1. Scope

The clause may be applied in case the supplier is unable to continue the performance of the contract due to termination of the contract (art. 61, 62 or 62/1, °2 of the "GIR") or after taking an ex officio measure (art. 47 of the "GIR").

8.2. Nature of the amendment

In derogation of art. 47, § 2, °3 of the "GIR", the contracting authority may, in all the above cases, immediately award a new contract to the subcontractor(s) of the supplier already involved in the performance of the contract or to the second-ranked tenderer, for all or part of the contract still to be performed, and this without initiating a new award procedure. This agreement will take the

form of an amendment to the original contract to be concluded between the contracting authority and the new supplier.

8.3. Conditions under which this revision clause may be used

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the supplier 's subcontractor(s) already involved in the performance of the contract. To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of the tenders under the original award procedure. If this is not the case, the contracting authority will conclude a contract for account as referred to in the paragraph below.

If the contracting authority is unable or unwilling to avail itself of the option mentioned in the preceding paragraph, a contract for account may be concluded with the tenderer who was ranked second during the evaluation of the tenders under the original award procedure, provided that he meets the selection criteria and the exclusion grounds set out in this document. To this end, the contracting authority contacts the second-ranked tenderer or his representative to ask whether he agrees to maintain his bid. If that bidder agrees without reservation, the contracting authority proceeds to award and conclude the contract for account. If the tenderer in question does not agree to maintain the terms of his initial tender or if his modified tender does not remain the most economically advantageous on the basis of the evaluation of the tenders under the original award procedure (after exclusion of the initial supplier), the contracting authority shall address itself:

- (a) either successively, according to the ranking, to the other regular the tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his tender. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account ;
- (b) or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

In any case, the contracting authority shall ensure that verification of the absence of grounds for exclusion and compliance with the selection criteria has taken place in an impartial and transparent manner, either in the context of the initial award procedure or at the time of the conclusion of the contract for account, so that no contract is awarded to a tenderer (or subcontractor) who should have been excluded or who does not meet the selection criteria. The minimum requirements of qualitative selection may, where appropriate, be adjusted in proportion to the remaining part of the contract if the contract for account is concluded only for part of the contract still to be performed.

The contract for account will be concluded by means of an amendment to the original contract, which will be signed by the contracting authority and the new supplier. If the contract has already been partially performed, this amendment will accurately mention all parts of the contract that still need to be performed. The amendment shall also mention all the changed conditions compared to the original tender of the initial supplier, and compared to the original tender of the new supplier. If necessary, the amendment shall state the method of application of the original conditions to the remaining part of the contract. All other conditions stated in the contract documents (the tender specifications and the original tender of the initial or new supplier), shall continue to apply unchanged.

If a contract for account is concluded, a copy of the amendment concerning the contract to be concluded shall be sent to the initial supplier by electronic transmission, in deviation from art. 47, § 3 (3) of the "GIR".

If, following the application of an ex officio measure (art. 47 of the "GIR"), the price of the new contract for account concluded is higher than that of the initial contract, the initial supplier shall bear the additional costs.

9. REVISION OF PRICES (ART. 38/7)

Price revisions are not allowed under this contract.

10. INDEMNITIES FOR SUSPENSIONS ORDERED BY THE CONTRACTING AUTHORITY DURING CONTRACT PERFORMANCE (ART. 38/12)

- 10.1. The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly because it considers that the procurement contract cannot be performed without inconvenience at that time.
- 10.2. The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance may be agreed.
- 10.3. When activities are suspended, based on this clause 10.3, the supplier is required to take all necessary precautions, at his expense, to protect the supplies already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.
- 10.4. The supplier has a right to damages for suspensions ordered by the contracting authority when:
 - (a) The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calendar days, depending on whether the performance period is expressed in working days or calendar days;
 - (b) The suspension is not due to unfavorable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;
 - (c) The suspension occurs during the contract's performance period.

11. UNFORESEEABLE CIRCUMSTANCES

- 11.1. As a general rule, the supplier is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.
- 11.2. A decision by the Belgian state to suspend cooperation with a partner country, or a decision of a government of a partner country to suspend cooperation with the Belgian state, constitutes an unforeseeable circumstance under this clause 11. In the event that the Belgian state or the partner country terminates or ceases activities, which implies therefore the financing of this public contract, Enabel will make reasonable efforts to negotiate a fair maximum compensation amount.

12. TAXATION HAVING AN EFFECT ON THE VALUE OF THE PUBLIC CONTRACT (ART. 38/8)

- 12.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.
- 12.2. Such price revision is only possible if both the following conditions apply:
 - (a) The change entered into force after the tenth day preceding the deadline for submission of tenders, and
 - (b) Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the "GIR".

- 12.3. In the event of an increase in charges, the supplier must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract.

In case of a reduction, there is no revision if the supplier proves that he paid the charges at the old rate.

13. TERMS OF INTRODUCTION (ART. 38/14 TO 38/17)

- 13.1. The contracting authority or the supplier who wishes to rely on one of the review clauses, as referred to in Articles 38/9 to 38/12 of the "GIR", must give written notice of the facts or circumstances invoked on which it relies within 30 days, either after they occurred or after the date on which the contracting authority or the supplier should normally have known about them.
- 13.2. The supplier may only invoke the application of one of these review clauses if it succinctly discloses the influence of the facts or circumstances invoked on the course and cost of the contract to the contracting authority within the period mentioned under clause 13.1, regardless of whether the contracting authority is aware of the facts or circumstances.

SECTION (E) - CONTROL AND MONITORING OF THE PUBLIC CONTRACT

14. PRELIMINARY (TECHNICAL) INSPECTION (ART. 42)

- 14.1. As a rule, products should not be processed before being approved by the managing official or his authorised representative.
- 14.2. The following tests are foreseen:
- (a) Products may not be used if they have not been accepted by the managing official.
- 14.3. Products that at a given stage do not satisfy the inspection tests imposed will be declared unfit for inspection. Upon the request of the supplier, the contracting authority verifies whether the products have the required qualities or at the very least comply with good practice and satisfy the conditions of the contract.

If certain products are destroyed during verification, the supplier replaces these at its own expense.

Where the contracting authority declares that the product presented is not in the required condition for examination, the inspection request by the supplier will be considered not having been made. A new request is made when the product is fit for examination.

SECTION (F) - PERFORMANCE MODALITIES

15. ORDER FORMS (ART. 115)

- 15.1. Performance under the contract is dependent upon notification of orders.
- 15.2. The contract can only be performed after an order form to that effect has been transmitted by the managing official via e-mail.
- 15.3. Delivery and Performance of the quantities requested in the orders will be delivered in several instalments on call of the contracting authority. The calls will be made in function of the needs of the contracting authority. Each request will regard to the period agreed between the contracting authority and the supplier and will be confirmed by a Purchase Order.

- 15.4. The Purchase Order is addressed to the service provider either by registered letter, e-mail or any other means through which the date of dispatch can be determined unambiguously.
- 15.5. Any further correspondence pertaining to the Purchase Order (and to the performance of the services) follows the same rules as those for the dispatch of the Purchase Order when a party wants to establish proof of its intervention.
- 15.6. In the event the acknowledgement of receipt of the Purchase Order is received after the period of two working days, upon written demand and justification of the service provider, the performance period may be extended pro rata of the delay of the acknowledgement of receipt of the Purchase Order. When the service that placed the order, upon examination of the written demand of the service provider, estimates that the demand is founded or partially founded, it will inform the service provider in writing of which extension of the period is accepted.
- 15.7. When the Purchase Order is clearly incorrect or incomplete and implementation of the order becomes impossible, the service provider immediately notifies the service that placed the order about this in writing in order to find a solution to allow for normal implementation of the order. If necessary, the service provider shall ask for an extended service performance period under the same conditions as those foreseen in case of late reception of the order form.
- 15.8. In any event, complaints about the Purchase Order are not admissible anymore if they are not submitted within 15 calendar (*) days from the day following the date on which the service provider has received the Purchase Order.
- 15.9. (*) Shorter period, justified in the Tender Specifications for certain public contracts (e.g. taking into account the service performance periods set in the Tender Specifications, complaints may not be admissible...).

16. DEADLINES AND TERMS (ART. 116)

- 16.1. The supplier must deliver the requested services/supplies directly after receiving the Purchase Order.
- 16.2. The supplies and services must be performed the period agreed between the contracting authority and the supplier after dispatch of the Purchase Order. The closure of the service provider's business for annual holidays is not included in this calculation.

17. PLACE OF PERFORMANCE (ART. 118)

The supplies must be delivered at the following address:
Exact delivery location will be provided prior to each Purchase Order.

18. TRANSFER OF OWNERSHIP (ART. 132)

The contracting authority automatically becomes the owner of the supplies as soon as they have been accepted for payment pursuant to Article 127 of the "GIR".

SECTION (G) - MEANS OF ACTION

19. FAILURE OF PERFORMANCE (ART. 44)

- 19.1. The supplier shall be considered in breach of this public contract under the following circumstances:

- (a) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;
- (b) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;
- (c) When the supplier fails to comply with written orders issued in due form by the contracting authority.

Any failure to comply with the provisions of the public contract, including the non-compliance with orders from the contracting authority, will be documented in a report ('process verbal'). A copy of this report will be sent immediately to the supplier either by registered post or e-mail (with proof of the exact dispatch date).

- 19.2. The supplier must address the defects without delay. He may assert his right of defence, either by registered post or e-mail (with proof of the exact dispatch date), addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.
- 19.3. Any defects that can be attributed to the supplier may result in the application of one or more measures as provided in Articles 45 to 49, 123 and 124 of the "GIR".

20. FINES FOR DELAY (ART. 46 AND 123)

- 20.1. Fines for delay differ from penalties referred to in Article 45 of the "GIR". They are due, without the need for notice, by the mere lapse of the performance period without the issuing of a report and they are automatically applied for the total number of days of delay.
- 20.2. Fines for delay are calculated, according to Article 123 of the "GIR", at a rate of **0.1%** per day of delay, with a **maximum of 7.5%**, of the value of the supplies that were delivered with the same delay.
- 20.3. If the execution deadline is an award criterion, the penalty rate may increase to a **maximum of 10%**, depending on the weight assigned to this criterion in the tender specifications.
- 20.4. Without prejudice to the application of these fines, the supplier shall indemnify the contracting authority where appropriate against any damages owed to third parties on account of its delay in performing the contract.

21. MEASURES AS OF RIGHT (ART. 47 AND 124)

- 21.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the "GIR", to present justifications, the supplier has remained inactive or has submitted justifications deemed insufficient by the contracting authority, the latter may invoke the measures as of right outlined in clause 21.2. However, the contracting authority may apply these measures before the expiration of the aforementioned term when the supplier has explicitly acknowledged the identified shortcomings.
- 21.2. The measures as of right are:
 - (a) Unilateral termination of the contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;
 - (b) Completion of all or part of the unfulfilled contract by the contracting authority itself;
 - (c) Conclusion of one or more replacement contracts with one or more third parties for all or part of the contract remaining to be performed.

The measures outlined in points (a), (b), and (c) will be executed at the expense, risk, and peril of the defaulting supplier. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new supplier.

SECTION (H) - END OF THE PUBLIC CONTRACT

22. ACCEPTANCE OF THE PRODUCTS DELIVERED (ART. 64, 120 AND 128-131)

- 22.1. The contracting authority checks the deliveries at the place of delivery. The supplies will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests. Any damage shall be recorded. The result of this inspection and the exact date of arrival of the deliveries shall be recorded in a report or, where applicable, on the delivery note or invoice referred to in Article 118, § 2 of the "GIR".
- 22.2. Upon expiry of the thirty-day period starting from delivery, as appropriate, a report of provisional acceptance or refusal of acceptance will be drawn up.
- 22.3. In this contract, provisional acceptance is carried out as follows: Full acceptance is carried out at the place of delivery without prior partial acceptance at the place of manufacture. Provisional Acceptance is completed in full at the place of delivery. The contracting authority has thirty (30) days to inspect and test the supplies and notify the supplier of its acceptance or rejection. This period begins the day after the supplies arrive at the place of delivery, provided that the contracting authority has received the delivery note or invoice. The thirty-day period provided for in Article 127 of the "GIR" (clause 25) is included herein.

23. GUARANTEE PERIOD (ART. 65 AND 134)

The warranty period commences on the date on which provisional acceptance is given. It lasts for **the warranty duration specified for each item as mentioned in Annex (1) - Detailed Bill of Materials (BOM)**.

24. FINAL ACCEPTANCE (ART. 135)

- 24.1. Final Acceptance occurs upon expiry of the warranty period. It is implicit when the delivery has not led to any claims during said period.
- 24.2. If delivery has led to complaints during the warranty period, a report of final acceptance or refusal of acceptance will be issued within 15 days prior to the expiry of said period.

25. INVOICING AND PAYMENT (ART. 66-72 AND 127)

- 25.1. The contracting authority shall verify and pay the amount due to the supplier within a processing period of thirty days from delivery, provided that the contracting authority is in possession of the duly established invoice.
- 25.2. Only deliveries that have been performed correctly may be invoiced. The invoice must be issued in **euro**.
- 25.3. If delivery takes place in several instalments, the processing period shall commence on the date of delivery for each partial delivery.
- 25.4. The supplier sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: **Al Bireh, Al Balou', Mecca Street, Ramallah Royal Center, 7th Floor**.

25.5. In order for Enabel to obtain the VAT exemption and customs clearance documents as quickly as possible, the original invoice and all ad hoc documents will be transmitted as soon as possible before provisional acceptance.

26. ADVANCE PAYMENTS

26.1. No advance payment will be granted under this contract.

5 TERMS OF REFERENCE

1. CONTEXT AND DESCRIPTION OF THE NEED

This contract consists of seven lots covering IT supplies and services. Enabel intends to sign a framework agreement for each lot with an economic operator capable of accessing the West Bank and Jerusalem to provide the required products and services.

The framework contract will be valid until 31 December 2027. The public contract resulting has no minimum quantities. **The ceiling for all seven lots is EUR 215,000 (excl. VAT).** During the contract period and in the function of evolving needs, the contracting authority can commit to orders. Such commitment will be made by Purchase Orders.

2. GENERAL CONDITIONS

The supplies must be new and guaranteed of origin. They must be free of any flaw or defect that could harm their appearance and proper functioning and they must comply with the "Technical forms listed under Annex (1): Bill of Materials".

The tenderer attaches the following to his tender:

- The duly completed technical forms of the supplies (Data sheets);
- The certificates and attestations of origin of the supplies which must be delivered at the same time as the IT supplies;

3. AFTER-SALES SERVICE

- Price must include delivery and installation for all items (no extra cost for delivery).
- All mentioned items should be delivered to Enabel Ramallah and Jerusalem Office.
- Installation and configurations scope of work is the responsibility of the selected tenderer, and this requires physical existence and accessibility of the selected tenderer to Enabel offices in each of the following locations (Ramallah, Jerusalem).

4. REQUIREMENTS AND SPECIFICATIONS

4.1. Specifications

- Listed under **Annex (1): Bill of Materials**

4.2. Requirements for lot (7) Only note the following:

Description of the services

Requested services: WORKING HOURS AND BACKUP SUPPORT:

- The on call/ on-site engineer will be stationed to provide in-house support for 6 days a week, Sunday to Friday, 08:00 to 16:30
- Staff sends a request and response time either the same business day or the next day but does not exceed 24 hours. It depends on the problem severity.

- The firm will provide regular reporting on their work in Enabel to the ICT officer (e.g. Detailed Daily Call reports, Monthly Call reports, Change Reports etc.) and must be approved from his end.

Expert profiles or expertise requested.

Interested firms must provide information indicating that they are qualified to perform the services:

a) General Qualifications

1. Company profile with at least 7 years of established, with at least 3 previous similar experiences / contracts.
2. The company **must** have easy access to Jerusalem representative office.
(one of the CV's has to hold Jerusalem ID)

b) ICT Engineer (Minimum two Experts)

1. A Degree in IT, Computer Engineering, or a related field.
2. Minimum of five years' experience in IT, Computer Engineering, Networking, with industry certifications.
3. Experience in maintaining Multi-vendor ICT infrastructure, including servers, desktops, laptops, printers, and networking equipment.
4. Experience in maintaining LAN/WAN infrastructure, Windows, Windows Server, and MAC operating systems.

Place and duration

- Enabel Office in Royal Centre, 7th floor, Al Balou, Mecca Street, Al Bireh.
- Enabel office in Jerusalem - Consulate General of Belgium, 5 Baibars Street, Sheikh Jarrah.
- The services provided by the service provider shall be on an on-call basis and may be delivered by telephone after working hours and over the weekend, remote support such as the Team Viewer, electronic mail or as on-site services.

6 SELECTION FILE

APTITUDE TO EXERCISE THE PROFESSIONAL ACTIVITY

1. OFFICIAL REGISTRATION

The tenderer must demonstrate being officially registered in the relevant trade or vocational register in accordance with the legislation of the country where the tenderer is established.

TECHNICAL AND PROFESSIONAL APTITUDE

2. REFERENCES FOR SIMILAR EXECUTED PROJECTS

- 2.1. The tenderer must provide references for similar contracts performed over the past three years.
- 2.2. The tenderer shall include in their submission a list of the main similar contracts completed in the last three years, specifying the amount, dates, and the recipients (whether public or private).
- 2.3. The tenderer must provide a minimum of **3 (three)** accepted references per lot.
- 2.4. The total value of the accepted references must meet or exceed a minimum combined value of **30,000** euro per lot.
- 2.5. The value per accepted reference must meet or exceed a minimum value of **10,000** euro.

3. SUBCONTRACTING

The tenderer must provide a description of the part of the contract that the supplier may wish to subcontract.

7 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

- (a) Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 8 Forms);
 - (b) List of subcontractors (see clause 2 of chapter 8 Forms);
 - (c) Tender form - Prices (clause 3 of chapter 8 Forms)
 - (d) Similar assignments (clause 4 of chapter 8 Forms)
 - (e) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 4 of chapter 8 Forms);
 - (f) Integrity statement of the tenderers - (see clause 4 of chapter 8 Forms);
 - (g) All documents demanded in 6 Selection file (see clause 13 of chapter 3 Award Procedure);
 - (h) All documents demanded in clause 15 of chapter 3 Award Procedure (award criteria);
 - (i) Where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) with regard to the criteria of economic and financial capacity or technical and professional aptitude (see clause 13 of chapter 3 Award Procedure and 6 Selection file), it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect;
 - (j) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
 - (k) The statutes and any other document required to establish the power of attorney of the signer(s) (for each participant for tenders submitted by a group);
 - (l) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.
- (a) The following documents need to be provided as part of the tender:
- Company Detailed Profile
 - Data sheet for each proposed item in Annex (1): Bill of Materials
 - Proposed experts CVs for Lot (7)
 - **Error! Reference source not found.**
 - Valid deduction at source
 - Bank certificate (EUR currency)

8 FORMS

1. IDENTIFICATION FORM



Identification form Natural person

This form must be completed, signed and accompanied by a legible photocopy of the identity document.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

I. PERSONAL DATA	
FAMILY NAME(S) <i>As indicated on the official document.</i>	
FIRST NAME(S) <i>As indicated on the official document.</i>	
DATE OF BIRTH <i>DD MM YYYY</i>	
PLACE OF BIRTH <i>(town, village)</i>	
TYPE OF IDENTITY DOCUMENT <i>(identity card, passport, driving licence etc.)</i>	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
ADDRESS (permanent) <i>Street+ P.O. Box Postal code City, Region/Province Country</i>	
TELEPHONE NUMBER	
E-MAIL	
II. BUSINESS DATA	
PLEASE SPECIFY YOUR STATUS:	<input type="checkbox"/> Duly registered independent <input type="checkbox"/> Unregistered self-employed (no official formalisation) <input type="checkbox"/> other (please specify):
REGISTRATION NUMBER (if applicable)	

VAT NUMBER (if applicable)	
PLACE OF REGISTRATION (if applicable)	
COUNTRY	
DATE <i>DD MM YYYY</i>	SIGNATURE



Identification form Legal person

This form must be completed, signed and accompanied by a copy of the official documents (articles of association, trade register(s), extract from the publication in the official gazette or VAT registration) substantiating the information given.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

OFFICIAL NAME <i>As indicated on the official document.</i>	
COMMERCIAL NAME <i>(if different from official name)</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
TYPE OF ORGANISATION <i>(Delete as appropriate)</i>	<ul style="list-style-type: none"> - FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i>	

Postal code City, Region/Province Country	
TELEPHONE NUMBER	
E-MAIL	
DATE DD MM YYYY	SIGNATURE OF AUTHORISED REPRESENTATIVE



Identification form Public actor - entity

This form must be completed, signed and accompanied by a copy of the official documents (law, resolution, trade register(s), official gazette, VAT registration etc) substantiating the information given.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

OFFICIAL NAME <i>As indicated on the official document.</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box Postal code City, Region/Province Country</i>	
TELEPHONE NUMBER	

E-MAIL	
DATE <i>DD MM YYYY</i>	SIGNATURE OF AUTHORISED REPRESENTATIVE

2. LIST OF SUBCONTRACTORS

I (we) declare that the share of the public contract to be subcontracted is as indicated below.

List of subcontractors planned to be engaged in the implementation of the contracts				
Name and legal form	Address / Registered office	Object of engagement	LOT in which will be engaged (if applicable)	Other entity within the meaning of paragraph 1 ^{er} of Article 73 of the R.D. of 18 April 2017 (YES/NO)*

First name:		Place:	
Last name:		Date:	
Duly authorised to sign this tender on behalf of:		Signature and stamp:	

* In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and professional aptitude criteria, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

- 2.1. Any change of subcontractor compared to those indicated in the tender submitted will be submitted for approval to the contracting authority before intervention in contract performance, in particular in order to verify that the latter has the required capacity and does not subject to a reason for exclusion (Art. 73 – the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors; Art. 12-13 – Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts).

3. TENDER FORM - PRICES

By submitting this tender the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

Before filling this form, the tenderer shall fill his **unit prices in Annex (1): Bill of Materials**. The unit prices and the global prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

Prices must shall include the following:

- Door-to-door delivery and installation for all items (no extra cost for delivery).
- All mentioned items should be delivered to Enabel Ramallah and Jerusalem Office.
- Installation and configurations scope of work is the responsibility of the selected tenderer, and this requires physical existence and accessibility of the selected tenderer to Enabel offices in each of the following locations (Ramallah, Jerusalem).
- The estimated ceiling of this framework contract for all seven lots is **EUR 215,000 (excl. VAT)**.

The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros and exclusive of VAT:

Lot (1) – Total Amount

Lots	Price offer (without V.A.T)	
Lot 1: End-user Devices	€	
Lot 2: Smartphone & tablets	€	
Lot 3: Accessories	€	
Lot 4: Office Equipment	€	
Lot 5: Audio-Visual and Video Conferencing Equipment	€	
Lot 6: ICT Infrastructure and Network Equipment	€	
Lot 7: ICT Maintenance Services	€	

Certified true and sincere,

Done at:		Date:	
By (Name of entity):		Represented by (Full name)	
Signature of authorised representative:			

Management of VAT will depend on where the tenderers are registered.

For tenderers registered with the Palestinian Authority, contracts will be exempted from VAT. Enabel will be in charge of obtaining a VAT exemption from the Palestinian Ministry of Finance for the entire contract immediately after awarding. The contractor will be issuing invoices with zero-VAT.

For tenderers registered in Israel, Enabel will not be able to obtain a VAT exemption nor refund. VAT will therefore be paid by Enabel on each invoice on top of the prices mentioned in the financial offer.

In both cases, the tenderer shall fill their prices without VAT as part of their financial offer in the tender.

Please note that financial offers will be evaluated according to the cost actually incurred to the contracting authority. Therefore, for the evaluation of the award criterion, prices from tenderers registered in Palestine will be taken without VAT and be compared with prices with VAT for the tenderers registered in Israel.

Reminder: joint venture agreements may be set up for this tender, including for the purpose of providing more competitive offers.

5. DECLARATION ON HONOUR - EXCLUSION GROUNDS

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer/beneficiary/partner/co-contractor declare that the tenderer is not in any of the following cases of exclusion:

** Please tick the boxes to confirm each situation*

- The counterparty or one of its directors has not been convicted by a final judicial decision of any of the following offenses:**
 - a. Participation in a criminal organization;
 - b. Corruption;
 - c. Fraud;
 - d. Terrorist offenses, offenses linked to terrorist activities or incitement to commit such offenses, complicity, or attempt;
 - e. Money laundering or terrorism financing;
 - f. Child labor and other forms of trafficking in human beings;
 - g. Employment of third-country nationals in illegal residence;
 - h. Creation of offshore companies.

- The counterparty fulfills its obligations related to the payment of taxes, duties, and social security contributions for an amount exceeding €3,000, unless it can demonstrate that it holds one or more certain, due, and unencumbered claims against a contracting authority for at least the amount corresponding to the overdue tax or social debt.**

- The counterparty is not in a state of bankruptcy, liquidation, cessation of activities, judicial reorganization, has not admitted bankruptcy, is not the subject of liquidation or judicial reorganization, or any analogous situation derived from similar procedures in other national regulations.**

- The counterparty has not committed any serious professional misconduct that questions its integrity. Serious professional misconduct particularly includes:**
 - a. Breach of Enabel's policy on sexual exploitation and abuse;
 - b. Breach of Enabel's policy on fraud and corruption risk management;
 - c. Violation of local legislation concerning sexual harassment at work;
 - d. Serious false statements or use of false documents in providing information required for exclusion checks or selection criteria, or concealing information;
 - e. Evidence sufficient to conclude anti-competitive acts, agreements, or arrangements;

Regarding conflict of interest:

Please tick the applicable box

- The counterparty or its directors have no actual or potential conflict of interest, no real or potential business or family relationship, nor appear to have such, with any member of Enabel's Board, personnel, or others involved in tender preparation, selection, or contract execution.
- or**
- The counterparty informs Enabel of any actual, potential, or reasonably perceived conflict of interest that may affect or appear to affect impartiality in the procurement, granting, selection, or contract execution process.
 - ➔ *A detailed description of any such conflicts, including nature and persons involved, will be annexed to this declaration.*
 - The counterparty has not committed any serious or persistent failures during the execution of a prior essential contractual obligation with another contracting authority resulting in measures, damages, or comparable sanctions.**
 - The counterparty attests that no restrictive measures have been taken against it related to international peace and security violations such as terrorism, human rights violations, destabilization of sovereign states, or proliferation of WMD.**
 - The counterparty does not appear on any sanction lists maintained by the United Nations, European Union and Belgium .**

I/we commit to promptly inform Enabel of any change in the above points, including sanctions or embargo measure adopted by the United Nations, the European Union and/or Belgium occurring after our signature of this Declaration.

Done at:		Date:	
By (Name of entity):		Represented by (Full name)	
Signature of authorised representative:			

6. INTEGRITY STATEMENT OF THE TENDERERS

§1 Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare the following:

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology of this public contract (see 1.7.) as well as Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management and I / we declare fully endorsing and respecting these articles.

§2 If above-mentioned public contract is awarded to the tenderer, I / we declare, moreover, agreeing with the following provisions:

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the above-mentioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will lead to the exclusion of the contractor from this and other public contracts for Enabel.

§3 Finally, the tenderer takes cognisance of the fact that Enabel reserves the right to lodge a complaint with the competent legal instances for all facts going against this statement and that all administrative and other costs resulting are borne by the tenderer.

§4 Signature preceded by 'read and approved', in writing, and indication of name and function of the person signing:

Done at:		Date:	
By (Name of entity):		Represented by (Full name)	
Signature of authorised representative:			